Your savings federally insured to at least $250,000
and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency

YOUR INSURED FUNDS

National Credit Union Administration
Office of Consumer Financial Protection

MyCreditUnion.gov

The National Credit Union Administration (NCUA) operates the National Credit Union Share Insurance Fund (NCUSIF) to protect accounts at federally insured credit unions up to $250,000. The $250,000 in coverage applies to each share owner, per insured credit union, for each account ownership category.

This booklet provides examples of insurance coverage under the NCUA's rules.

Because the scope of this booklet is limited, credit union members should contact their federally insured credit unions or the NCUA's Office of Consumer Financial Protection for further share insurance coverage details about situations not addressed in this booklet.

Contact information for the Office of Consumer Financial Protection is available on the back cover of this booklet. Members or their counsel may also wish to consult the NCUA Rules and Regulations relating to share insurance coverage published in the Code of Federal Regulations (12 C.F.R. Part 745). Also, you can find the NCUA's insurance regulations at **ncua.gov**. Additional information about share insurance coverage is available at **MyCreditUnion.gov**.

The Federal Credit Union Act and the NCUA rules on share insurance coverage control how accounts will be insured at each federally insured credit union. No persons may imply a federally insured credit union can offer coverage that differs from this formal structure.

Also, members should review their accounts periodically and whenever they open new accounts or modify existing accounts to ensure that all their funds remain insured.

FORWARD

The purpose of this booklet is to help you understand your share insurance protection. The NCUA is an independent agency of the U.S. Government. The NCUA regulates, charters, and insures the nation's federal credit unions. In addition, the NCUA insures state-chartered credit unions that seek and qualify for federal insurance. In most states, state law requires state chartered credit unions to be federally insured.

The shares in your credit union are insured by the National Credit Union Share Insurance Fund (NCUSIF), which is backed by the full faith and credit of the U.S. Government. Established by Congress in 1970 to insure member share accounts at federally insured credit unions, the NCUSIF is managed by the NCUA under the direction of its three-person Board.

Your share insurance coverage is similar to the deposit insurance coverage offered by the Federal Deposit Insurance Corporation (FDIC).

Credit unions that are insured by the NCUSIF must display in their offices the official NCUA insurance sign, which appears on the cover of this booklet.

All federal credit unions must be insured by the NCUA, and no credit union may terminate its federal insurance without first notifying its members.

Here are some important facts to remember about your share insurance coverage:

No member of a federally insured credit union has ever lost one penny of insured savings.

The NCUSIF has several programs to help insured credit unions that might be experiencing problems. Liquidations or failures are a last resort. In the rare instances when a federally insured credit union does fail, the NCUA will make any necessary payouts to the credit union's members. These payouts are usually made within 3 days from the time the credit union closes its doors.

As a member of a federally insured credit union, you do not pay directly for your share insurance protection. Your credit union pays a deposit and an insurance premium when required into the NCUSIF based on the total amount of insured shares and deposits in the credit union. Insured credit unions are required to deposit and maintain one percent of their insured shares and deposits in the NCUSIF.

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SHARE INSURANCE COVERAGE

Properly established share accounts in federally insured credit unions are insured up to $250,000.

Generally, if a credit union member has more than one account in the same credit union of the same ownership, those accounts are added together and insured in the aggregate. There are exceptions though. You may obtain additional separate coverage on multiple accounts, but only if you have different ownership interests or rights in different types of accounts and you properly complete account forms and applications.

For example, if you have a single ownership regular share account and an Individual Retirement Account (IRA) at the same credit union, the regular share account is insured up to $250,000 and the IRA is separately insured up to $250,000. However, if you have a regular share account, a share certificate, and a share draft account, all in your own name and without any beneficiaries, you will not have additional coverage. Those accounts will be added together and insured up to $250,000 as your individual account. Additionally, shares denominated in foreign currencies are insured as outlined in the NCUA Rules and Regulations.

Coverdell Education Saving Accounts (or 529 Accounts), formerly education IRAs, are insured as irrevocable trust accounts and will be added to a member's other irrevocable trust accounts and insured up to $250,000.

Roth IRAs will be added together with traditional IRAs and insured up to $250,000. You may also qualify for additional coverage on revocable trust (formal or informal commonly referred to as payable on death) accounts.

A co-owner's interest in all joint accounts in the same credit union will be added together and insured up to the maximum of $250,000.

FREQUENTLY ASKED QUESTIONS ABOUT THE NATIONAL CREDIT UNION SHARE INSURANCE FUND

1. Which credit unions are insured by the NCUSIF?

The NCUSIF insures member shares in all federal credit unions and those federally insured, state-chartered credit unions that apply for and meet the insurance standards. Insured credit unions are required to indicate their insured status in their advertising and to display the official NCUSIF sign at their offices and branches.

Some state-chartered credit unions may be insured by private insurance or guaranty corporations. This coverage is separate and apart from the NCUSIF and is not backed by the full faith and credit of the U.S. Government.

2. How does the NCUSIF protect credit union members against loss?

Each credit union approved for NCUSIF coverage must meet high standards of safety and soundness in its operations. Federal and state examiners, as appropriate, conduct regular examinations to determine whether federally insured credit unions are following these standards. If an insured credit union gets into financial difficulties and must be closed, the NCUSIF acts immediately to protect each member's share accounts.

3. Does the NCUSIF protection apply only if a credit union is liquidated?

No. Liquidation is the only situation in which a member is directly provided share insurance protection by the payment of a check for his or her insured savings. However, indirect protection

is provided when the NCUA Board, through the NCUSIF, authorizes financial assistance to a credit union to enable it to overcome a temporary financial setback.

In a case where a credit union is unable to overcome its difficulty, financial assistance may be authorized to assist its members in continuing to receive credit union service at another insured credit union through either a merger or acquisition.

4. How does NCUSIF pay members their shares when an insured credit union is liquidated?

Checks for each member's shares (less any amounts due on outstanding loans) up to the insurance limit are mailed to the member's last known address as shown in the records of the credit union. These checks are usually mailed within 3 days after the credit union is placed into liquidation. In situations where on-site payment is more convenient, the NCUA liquidation team will give checks directly to members.

5. What happens to the member's share account when an insured credit union is merged into another insured credit union?

Each member's share account is transferred to the continuing credit union. Accrued dividend credits are also transferred. On the effective date of the merger, each merging credit union member has full membership rights to all the financial services provided by the continuing credit union.

6. Does the NCUSIF protect the interests of creditors?

No. The NCUSIF protects only credit union members.

FREQUENTLY ASKED QUESTIONS ABOUT GENERAL SHARE INSURANCE COVERAGE

7. What is the Standard Maximum Share Insurance Amount?

The Standard Maximum Share Insurance Amount for a credit union member is $250,000. Share accounts maintained in different rights or capacities, or forms of ownership, may each be separately insured up to the $250,000 standard maximum, or in the case of certain retirement accounts, up to $250,000. Thus, a member may hold or have an interest in more than one separately insured share account in the same insured credit union.

8. What types of accounts are insured?

All types of member share accounts and deposits received by the credit union in its usual course of business, including regular shares (savings accounts), share certificates, and share draft accounts (checking accounts) are insured. Investment products offered by a credit union to its members, such as mutual funds, annuities, and other non-deposit investments are not insured by the NCUSIF.

9. Is the NCUSIF coverage increased by placing funds in two or more of the same kind of share accounts in the same credit union?

No. The NCUSIF coverage is not increased merely by dividing funds owned by the same person or persons into one or more of the different kinds of share accounts available. For example, a regular share account, a share draft account and a share certificate account owned by the same

member with no beneficiaries are added together and insured up to $250,000. Insurance can be increased by opening a different type of account - one that is held in a different right and capacity. For example, insurance on a single ownership account is separate from insurance on a joint account.

10. If a member has accounts in several different insured credit unions, will the accounts be added together for the purpose of insurance coverage?

No. The NCUSIF coverage is applied to share accounts in each insured credit union. A member who has share accounts in two or more different insured credit unions would have coverage up to the full insurable amount in each credit union. In the case of a credit union having one or more branches, the main office and all branch offices are considered as one credit union.

FREQUENTLY ASKED QUESTIONS ABOUT INSURANCE FOR INDIVIDUAL AND JOINT ACCOUNTS

11. If a member has more than one individual account in the same insured credit union, is each account insured to $250,000?

No. Individual share accounts held by the same member are added together and are insured up to $250,000. An individual share account is an account solely owned by one individual, without beneficiaries, and the right of withdrawal by another individual. IRA and Keogh accounts are insured separately.

12. What types of joint accounts may be insured?

The NCUSIF covers joint accounts owned in any manner conforming with applicable state law such as joint tenants with a right of survivorship, tenants by the entireties, tenants in common, or an account owned by a husband and wife as community property in states recognizing this particular form of joint ownership.

13. If two or more persons, such as husband and wife, have a joint account in the same credit union as well as their own individual accounts, is each account separately insured?

Yes. A person's interest in joint accounts are insured separately up to $250,000, provided each co-owner has personally signed an account signature card and has a right of withdrawal on the same basis as the other co-owners.[1]

However, the insurance protection for a co-owner on joint accounts is not increased by rearranging the names of the owners, changing the style of names, or by establishing more than one joint account. The interests that a particular co-owner has in all joint accounts held in the same credit union will be added together and insured up to $250,000.

14. Does the standard maximum of $250,000 apply if funds in the individual and joint accounts of husband and wife all consist of community property?

Yes. In those jurisdictions recognizing community property, community funds may be maintained in accounts in the individual names of each spouse or a joint account in the names of both.

[1] If state law limits a minor's right of withdrawal, the account will still be insured as a joint account. The signature of each co-owner is not required on a share certificate.

The individual account of the husband and the individual account of the wife will each be insured up to $250,000. As co-owners, the interest of the husband and wife in the joint account will each be insured up to $250,000.

FREQUENTLY ASKED QUESTIONS ABOUT SPECIAL ACCOUNTS

15. What is the NCUSIF coverage on a trust account held under the provisions of an irrevocable express trust?

The trust interest of a beneficiary in a valid irrevocable trust, including Coverdell Education Savings Accounts (or 529 Accounts), if capable of evaluation in accordance with published rules, is insured up to $250,000 separately from the individual accounts of the settlor (grantor), trustee, or the beneficiary. Either the settlor or the beneficiary must be a member to obtain insurance benefits. All trust interests created by the same settlor (grantor) in the same credit union for the same beneficiary will be added together and insured in the aggregate to $250,000.

16. What is the insurance coverage on a revocable trust account, a tentative or "Totten" trust account, a "payable-on-death" (POD) / "in trust for" (ITF) account, or a qualifying living trust account?

These accounts, or any similar accounts which document the owner's intention to have the funds pass on to a named beneficiary after the owner dies, are considered revocable trust accounts. The funds in such accounts are insured for the owner, also known in formal trusts as settlor or grantor, up to $250,000 for each beneficiary separately from any other individual accounts of the owner.

If the beneficiary is not a natural person or charitable organization or other non-profit entity under the Internal Revenue Code of 1986, the funds in the account that are attributable to that beneficiary are treated as an individually owned account of the owner, aggregated with any other individual accounts of the owner, and insured up to $250,000. In the case of a revocable trust account, the person who holds the power of revocation is deemed to be the owner of the funds in the account.

17. What is the insurance coverage on a joint revocable trust account?

A joint revocable trust account is a revocable trust account, as described above, that is established by more than one owner and held for the benefit of others, some or all of whom are natural persons or a charitable organization or other non-profit entity under the Internal Revenue Code of 1986. The respective interests of each co-owner held for the benefit of each beneficiary will be separately insured up to $250,000. The interest of each co-owner will be deemed equal unless otherwise stated in the share account records of the federally insured credit union. Interests held for beneficiaries other than those described above will be added to the individual accounts of the co-owners.

When a husband and a wife establish a revocable trust account naming themselves as the sole beneficiaries, the account will not be insured as a joint revocable trust account, but will instead be insured as a joint account.

18. Is a co-owner on a revocable trust account insured if they are not a member in their own right?

No. A revocable trust co-owner needs to be a member of the credit union for that owner's respective interest in the revocable trust funds to be insured. As such, any co-owner that is not a member of that credit union is not insured.

19. Is the interest in an employee benefit account insured any differently than a member's individual account?

Yes. For insurance purposes, employee benefit accounts are insured separately. The ascertainable interest of each participant in such account is insured up to the $250,000 maximum separately from other accounts.

20. May a person receive separate insurance on each of several employee benefit plans established by the member's employer with the same credit union?

No. If two or more employee benefit plans are established by an employer for the same individual, at the same credit union, the beneficiary's interest in the two accounts will be added together and insured up to the $250,000 standard maximum.

21. What insurance coverage is provided for traditional IRAs, Roth IRAs, and Keogh accounts?

Traditional IRAs, Roth IRAs, and Keogh accounts are insured up to $250,000, separately from other accounts that the member maintains in the same credit union. However, a member's Roth IRA will be added together with his or her traditional IRA

and insured in the aggregate to the maximum of up to $250,000. A Keogh account is separately insured from the IRA accounts up to $250,000.

22. Are accounts held by a person as executor, administrator, guardian, custodian, or in some other similar fiduciary capacity insured separately from his individual account?

Yes. If the records of the credit union indicate that the person is depositing the funds in a fiduciary capacity, such funds would be separately insured from the fiduciary's individually owned account.

23. When an account is designated as held by a person as agent for the owner of the funds, how is the account insured?

The account is insured as an account of the principal or true owner. The funds in the account are added to any other individual account owned by the owner and the total is then insured up to $250,000.

24. Is an account held by a corporation, partnership, or unincorporated association insured separately from the individual accounts of the stockholders, partners, or members?

Yes. If the corporation, partnership, or unincorporated association has obtained membership in the credit union and is engaged in an independent activity, its account is separately insured to $250,000. The term "independent activity" means an activity other than one directed solely at increasing share insurance coverage.

OTHER FREQUENTLY ASKED QUESTIONS

25. Can a federal credit union terminate its NCUSIF coverage?

No. A federal credit union cannot be chartered or retain its charter unless it is insured by the NCUSIF.

26. Can a state credit union terminate its participation in the NCUSIF?

Yes. A state-chartered credit union can terminate its NCUSIF coverage in some states, but it must obtain the approval of its members and the NCUA. In other states, state-chartered credit unions are required to have federal insurance provided by the NCUSIF. The NCUA's share insurance is the only share insurance backed by the full faith and credit of the U.S. Government. When a state credit union converts its share insurance to another licensed share insurance program, NCUSIF coverage terminates upon conversion.

If the state credit union does not provide for another share insurance program, NCUSIF coverage remains in effect for one year following the effective date of termination, but coverage may be reduced depending upon account activity during the one year period.

27. What publications covering the operations of the NCUSIF are available?

The NCUA publishes an Annual Report which covers the operations of the NCUSIF. This report is available on the NCUA's website. The report includes financial statements and an independent audit of the NCUSIF's records. To learn more, visit **ncua.gov**.

28. What happens to insured funds that are not claimed by the member at a liquidation payout?

At the end of the 18-month insurance period, unclaimed funds are no longer insured, and share account balances are paid based on liquidation and other recoveries. The funds are generally held by the NCUA and are available as long as the records of the credit union are available or until the charter or insurance certificate is canceled. In some cases funds may be transferred to a state's unclaimed property section for a period of time.

29. Where does a credit union member go for information about his credit union or specific questions about NCUSIF coverage?

The member should first contact the credit union for the needed information. Credit union personnel, however, cannot require the NCUSIF to provide more protection than is allowed under the Federal Credit Union Act or the NCUA Rules and Regulations. They will be able to obtain information for you from the NCUA. If the credit union cannot provide the information or is no longer in operation, the member should contact the Office of Consumer Financial Protection directly. Contact information for the Office of Consumer Financial Protection is available on the back cover of this booklet.

30. What effect does the death of a member have on NCUSIF coverage?

The death of a member will not affect the member's share insurance coverage for a period of six months following death unless the member's share accounts are restructured in that time period. If the accounts are restructured during the six-month grace period

or upon the expiration of the six months if not restructured,the share insurance coverage will be provided on the basis of actual ownership of the accounts in accordance with the share insurance rules.

31. What effects does the merger of federally insured credit unions have on NCUSIF coverage?

Whenever the liability to pay the member accounts of one or more insured credit unions is assumed by another insured credit union, whether by merger, consolidation, other statutory assumption or contract, the insured status of the credit unions whose member account liability has been assumed terminates on the date of receipt by the NCUA of satisfactory evidence of the assumption. The separate insurance of member accounts assumed continues for six months from the date the assumption takes effect or, possibly longer in the case of share certificates.

APPENDIX

Examples of Insurance Coverage Afforded Accounts in Credit Unions Insured by the NCUSIF

All of the following examples are based on the $250,000 standard maximum share insurance amount. Additionally, the following examples illustrate share insurance coverage on accounts maintained in the same federally insured credit union. They are intended to cover various types of ownership interests and combinations of accounts which may occur in connection with funds invested in insured credit unions.

The examples, as well as the rules which they interpret, are predicated upon the assumption that:

(1) funds are actually owned in the manner indicated on the credit union's records; and

(2) the owner of funds in an account is a credit union member or otherwise eligible to maintain an insured account in a credit union.

If available evidence shows that ownership is different from that on the institution's records, the NCUSIF may pay claims for insured accounts on the basis of actual ownership. Further, the examples and the rules which they interpret do not extend share insurance coverage to persons otherwise not entitled to maintain an insured account or to account relationships that have not been approved by the NCUA Board as an insured account.

A. SINGLE OWNERSHIP ACCOUNTS

All funds owned by an individual member (or, in a community property state, by the husband-wife community of which the individual is a member) and invested by the member in one or more individual accounts are added together and insured to $250,000. This is true whether the accounts are maintained in the name of the individual member owning the funds, in the name of the member's agent or nominee, in the name of an attorney or law firm in an Interest on Lawyers Trust Account (IOLTA), or in a custodial loan account on behalf of the member as a borrower. All such accounts are added together and insured as one individual account.

Funds held in one or more accounts in the name of a guardian, custodian, or conservator for the benefit of the same ward or minor are added together and insured up to the $250,000 maximum. However, such an account or accounts will not be added to any other individual accounts of the guardian, custodian, conservator, ward, or minor for purposes of determining insurance coverage.

Example 1

Question: Members A and B, spouses, each maintain an individual account containing $250,000. In addition, they hold a qualifying joint account containing $500,000. What is the insurance coverage?

Answer: Each individual account is insured up to $250,000, and the interest of A and the interest of B in the joint account are each insured for $250,000 separately from their individual

accounts. The total coverage is $1,000,000. The coverage would be the same whether the individual accounts contain funds owned as community property or as individual property of the spouses.

Example 2

Question: Members H and W, husband and wife, reside in a community property state. H maintains a $250,000 account consisting of his separately owned funds and deposits $250,000 of community property funds in another account, both of which are in his name alone and at the same federally insured credit union. What is the share insurance coverage?

Answer: The two accounts are added together and insured to a total of $250,000, leaving $250,000 uninsured.

Example 3

Question: Member A has $242,500 deposited in an individual account, and his agent (or fiduciary), Member B deposits $25,000 of A's funds in a properly designated agency account. B also holds a $250,000 individual account. What is the share insurance coverage?

Answer: A's individual account and the agency account are added together and insured to $250,000, leaving $17,500 uninsured. The deposit of funds through an agent does not result in additional insurance coverage for the account owner. B's individual account is insured separately from the agency account. However, if the account records of the credit union do not show the fiduciary relationship under which the funds in the $25,000 account are held, the $25,000 in B's name could, at the option of the NCUSIF, be added to his

individual account and insured to $250,000 in the aggregate, leaving $25,000 uninsured.

Example 4

Question: Member A holds a $250,000 individual account. Member B holds two accounts in his own name, the first containing $25,000 and the second containing $242,500. In processing the claims for payment of insurance on these accounts, the NCUSIF discovers that the funds in the $25,000 account actually belong to A and that B deposited these funds as agent for A, his undisclosed account owner. What is the insurance coverage?

Answer: Because the available evidence shows that A is the actual owner of the funds in the $25,000 account, those funds would be added to the $250,000 individual account held by A (rather than to B's $242,500 account) and insured to $250,000, leaving $25,000 uninsured. B's $242,500 individual account would be separately insured.

Example 5

Question: Member C, a minor, maintains an individual account of $750. C's grandfather makes a gift to him of $250,000, which is deposited in another account by C's father, designated on the credit union's records as custodian under the Uniform Gifts to Minors Act. C's father, also a member, maintains an individual account of $250,000. What is the insurance coverage?

Answer: C's individual account and the custodian account held for him by his father are each separately insured: the $250,000 maximum on the custodian account, and $750 on the individual account. The individual account held by C's father is also separately insured to the $250,000

maximum.

Example 6

Question: Member G, a court appointed guardian, invests in a properly designated account $250,000 of funds in his custody which belong to member W, his ward. W and G each maintain $25,000 individual accounts. What is the insurance coverage?

Answer: W's individual account and the guardianship account in G's name are each separately insured to $250,000 providing W with $275,000 in insured funds. G's individual account is also separately insured.

Example 7

Question: X Credit Union acts as a servicer of FHA, VA, and conventional mortgage loans made to its members, but sold to other parties. Each month X receives loan payments for remittance to the other parties from approximately 2,000 member mortgagors. The monies received each month total $1,000,000 and are maintained in a custodial loan account. What is the insurance coverage?

Answer: X Credit Union acts as custodian for the 2,000 individual mortgagors. The interest of each mortgagor is separately insured as his individual account (but added to any other individual accounts which the mortgagor holds in the credit union).

Example 8

Question: Member A, a practicing attorney pools clients' funds that he is administering and deposits them in an Interest on Lawyers Trust Account (IOLTA) at the credit union. What is the

insurance coverage on this type of account?

Answer: Member A holds the funds as an agent for his clients. The funds of each client are separately insured to $250,000 as his or her individual account, but added to any other individual accounts which the client holds in the credit union.

B. JOINT ACCOUNTS

The interest of a co-owner in all accounts held under any form of joint ownership valid under state law (whether as joint tenants with right of survivorship, tenants by the entireties, tenants in common, or by husband and wife as community property) is insured up to $250,000. This insurance is separate from that afforded by individual accounts held by any of the co-owners.

An account is insured as a joint account only if each of the co-owners has personally signed a membership card or an account signature card and possesses the same withdrawal rights as the other co-owners. An account owned jointly which does not qualify as a joint account for insurance purposes is insured as if owned by the named persons as individuals. In that case, the actual ownership interest in the account of each person is added to any other accounts individually owned by such person and insured up to the $250,000 standard maximum in the aggregate.

Any individual, including a minor, may be a co-owner of a joint account. Although, generally, each co-owner must have signed an account signature card and must have the same rights of withdrawal as other co-owners in order for the account to qualify for separate joint account insurance.

There is an exception for minors. If state law limits or restricts a minor's withdrawal rights — for example, a minimum age requirement to make a withdrawal — the account will still be insured as a joint account.

The interests of a co-owner in all joint accounts that qualify for separate insurance coverage are insured up to the $250,000 maximum. For insurance purposes, the co-owners of any joint account are deemed to have equal interests in the account.

Example 1

Question: Members A and B maintain an account as joint tenants with right of survivorship and, in addition, each holds an individual account. Is each account separately insured?

Answer: If both A and B have signed the membership or signature card and possess equal withdrawal rights with respect to the joint funds, their interests in the joint account are separately insured from their interests in the individual accounts. If the joint account is represented by a share certificate, their individual signatures are not required for that account.

Example 2

Question: Members A and B, who are a married couple, reside in a community property state. Each holds an individual account and, in addition, they hold a qualifying joint account. The funds in all three accounts consist of community property. Is each account separately insured?

Answer: Yes. An account in the individual name of a spouse will be insured up to $250,000 whether the funds consist of community property or

separate property of the spouse. A joint account containing community property is separately insured. Thus, community property can be used for individual accounts in the name of each spouse and for a joint account in the name of both spouses. In this example, each individual account is insured up to $250,000, and the interests of both spouses in the joint account are each insured up to $250,000.

Example 3

Question: Two accounts of $250,000 each are held by a member husband and his wife under the following names: John Smith and Mary Smith, husband and wife, as joint tenants with right of survivorship. How much insurance do the husband and wife have?

Answer: They have $500,000 of insurance. Both the husband and wife are deemed to have a one half interest ($125,000) in each account. The husband's interest in both accounts would be added together and insured for $250,000. The wife's insurance coverage would be determined the same way.

Example 4

Question: The following accounts are held by members A, B and C, each of whom has personally executed signature cards for the accounts in which they have an interest. Each co-owner of a joint account possesses the necessary withdrawal rights. What is the insurance coverage?

	Account No.	Owners	Account Balance
Individual	1	A	$250,000
	2	B	$250,000
	3	C	$250,000
Joint	4	A and B	$240,000
	5	A and C	$240,000
	6	B and C	$240,000
	7	A, B and C	$240,000

Answer: Accounts numbered 1, 2 and 3 are each separately insured for $250,000 as individual accounts held by A, B and C, respectively. The interests of the co-owners of each joint account are deemed equal for insurance purposes. A's interest in accounts numbered 4, 5, and 7 are added together for insurance purposes. Thus, A has an interest of $120,000 in account No. 4, $120,000 in account No. 5 and $80,000 in account No. 7, for a total joint account interest of $320,000, of which $250,000 is insured. The interests of B and C are each similarly insured.

Example 5

Question: A, B and C hold accounts as set forth in Example 4. Members A and B are a married couple; C, their minor child, has failed to sign the signature card for Account No. 7. In Account No. 5, according to the terms of the account, C cannot make a withdrawal without A's written consent. (This is not a limitation imposed under state law.) In Account No. 6, the signatures of both B and C are required for withdrawal. A has provided all of the funds for Accounts numbered 5 and 7 and under state law has the entire actual ownership interest in these two accounts. What is the insurance coverage?

Answer: If any of the co-owners of a joint account have failed to meet any of the joint account requirements, the account is not a qualifying joint account. Instead, the account is treated as if it consisted of commingled individual accounts of each of the co-owners in accordance with the co-owner's actual ownership interest in the funds, as determined under applicable state law.

Account No. 5 is not a qualifying joint account because C does not have equal withdrawal rights

with A. Based on the terms of the account, C can only make a withdrawal if he has A's written consent. Account No. 7 is not a qualifying joint account because C did not personally sign the signature card. Therefore, all of the funds in Accounts 5 and 7 are treated as individually owned by A and added to A's individual account, Account No. 1. For insurance purposes then, A has $730,000 in one individual account that is insured for $250,000, leaving $480,000 uninsured.

Account 6 is a qualifying joint account for share insurance purposes since each co-owner has the right to withdraw funds on the same basis. Account 4 is also a qualifying joint account. A's interest in Account 4 is insured for $120,000. B's interest of $120,000 in Account 4 is added to her interest of $120,000 in Account 6 and insured for $240,000. C's interest in Account 6 is insured for $120,000.

Example 5(a)

Question: Assume the same accounts as Example 5 except that, on Account No. 5, C's right to make a withdrawal is limited by state law which precludes a minor from making a withdrawal without the co-owner's written consent. What is the insurance coverage?

Answer: In this situation, Accounts 4, 5, and 6 all qualify as joint accounts. A, B, and C will each have $240,000 of insured funds based on: A's interest in Account 4 ($120,000) and 5 ($120,000), B's interest in Accounts 4 ($120,000) and 6 ($120,000), and C's interest in Accounts 5 ($120,000) and 6 ($120,000).

As in Example 5, Account No. 7 does not qualify as a joint account and would be added to A's individual account for share insurance purposes.

Example 6

Question: If a person has an interest in more than one joint account at the same federally-insured credit union, what is the extent of the insurance coverage?

Answer: A person holding an interest in more than one joint account may receive $250,000 on the total of his/her interests in all of those joint accounts. For example, assume that A and B own a joint account containing $220,000 and A and C own a joint account containing $100,000. The interests of the co-owners of a joint account are deemed equal for insurance purposes.

A has an interest of $110,000 in the account with B, and an interest of $50,000 in the account with C. A would have insurance of $160,000. B would have insurance of $110,000 and C would have insurance of $50,000. In this example, all of the funds held in the two joint accounts would be insured.

Example 7

The following illustrations show how typical families may use multiple ownership of accounts to increase the insurance coverage for their family funds. The examples are not all inclusive, as other options are also available. In all cases, the accounts illustrated must meet the share insurance coverage requirements as published in the Code of Federal Regulations (12 C.F.R. Part 745).

Family of Two

Insurance coverage for each owner is calculated as follows:			
Individual Accounts	Husband	Individual	$250,000
	Wife	Individual	$250,000
Joint Tenancy Accounts	Husband & Wife (Joint)		$500,000
Testamentary Revocable Trust Accounts	Husband as Trustee for Wife		$250,000
	Wife as Trustee for Husband		$250,000
		Total	**$1,500,000**

Family of Three

Insurance coverage for each owner is calculated as follows:			
Individual Accounts	Husband	Individual	$250,000
	Wife	Individual	$250,000
	Child	Individual	$250,000
Joint Tenancy Accounts	Husband & Wife (Joint)		$250,000
	Husband & Child (Joint)		$250,000
	Wife & Child (Joint)		$250,000
Testamentary Revocable Trust Accounts	Husband as Trustee for Wife		$250,000
	Husband as Trustee for Child		$250,000
	Wife as Trustee for Husband		$250,000
	Wife as Trustee for Child		$250,000
		Total	**$2,500,000**

The husband is insured to $250,000 on his two accounts with his wife and child. The wife is insured to $250,000 on her two accounts with her husband and child. The child is insured to $250,000 on the child's accounts with the father and mother.

($750,000 for all individual accounts plus $750,000 for all joint accounts plus $1,000,000 for all revocable trust accounts)

Family of Four

Insurance coverage for each owner is calculated as follows:			
Individual Accounts	Husband	Individual	$250,000
	Wife	Individual	$250,000
	Child #1	Individual	$250,000
	Child #2	Individual	$250,000
Joint Tenancy Accounts	Husband & Wife (Joint)		$250,000
	Husband & Child #1 (Joint)		$250,000
	Wife & Child #2 (Joint)		$250,000
	Child #1 & Child #2 (Joint)		$250,000
Testamentary Revocable Trust Accounts	Husband as Trustee for Wife		$250,000
	Wife as Trustee for Husband		$250,000
	Husband as Trustee for Child #1		$250,000
	Wife as Trustee for Child #1		$250,000
	Husband as Trustee for Child #2		$250,000
	Wife as Trustee for Child #2		$250,000
		Total	**$3,500,000**

As in the previous illustration, none of the co-owners has an interest of more than $250,000 in all of the joint accounts, so the total amount held by the each of the co-owners in all of the joint accounts is insured.

($1,000,000 for all individual accounts plus $1,000,000 for all joint accounts plus $1,500,000 for all revocable trust accounts)

C. REVOCABLE TRUST ACCOUNTS

This section explains the NCUA share insurance coverage for revocable trust accounts, and is not intended as estate planning advice or guidance. Members should contact a legal or financial advisor for assistance with estate planning.

A revocable trust account is a share account owned by one or more people identifying one or more beneficiaries who will receive the funds upon the death of the owner(s). An owner

of a revocable trust has discretion to change, terminate, or revoke the trust at any time.

In this section, the term 'owner' means the grantor or settlor of the revocable trust.

Although some unique circumstances can exist, depending upon state law, in general when calculating insurance coverage, trustees, co-trustees, and successor trustees are not relevant. They are administrators and have no impact on insurance coverage unless they also are the owners or beneficiaries of the trust.

For the purposes of share insurance coverage, the revocable trust category includes both informal and formal revocable trusts:

- Informal revocable trusts – often called payable on death (POD), Totten trust, in trust for (ITF), or as trustee for accounts (ATF) – are created when the account owner signs an agreement – usually part of the signature card – directing the credit union to transfer the funds in the account to one or more eligible named beneficiaries upon the owner's death.

- Formal revocable trusts – known as living or family trusts – are written trusts created for estate planning purposes. The owner controls the funds and other assets in the trust during his or her lifetime. The agreement establishes that the funds are to be paid to one or more identified beneficiaries upon the owner's death. The trust generally becomes irrevocable, or partially irrevocable, upon the owner's death.

All funds an owner has in both informal and formal revocable trusts are added together for insurance purposes, and the insurance limit is applied to the combined total.

Coverage and Requirements for Revocable Trust Accounts

In general, the owner of a revocable trust account is insured up to $250,000 for each different beneficiary, if all of the following requirements are met:

1. The account title or other account records of the credit union must indicate the account is held pursuant to a trust relationship. This rule can be met by using the terms payable on death (or POD), in trust for (or ITF), as trustee for (or ATF), living trust, family trust, or any similar language to indicate the existence of a trust relationship.

2. For informal revocable trusts, the beneficiaries must be identified by name in the account records of the insured credit union.

3. To qualify as an eligible beneficiary, the beneficiary must be a natural person, charity, or non-profit organization (as recognized by the Internal Revenue Service). An account must meet all of the above requirements to be insured separately as a revocable trust. Typically, if any of the above requirements are not met, the portion of the account that does not qualify is added to the owner's other individual accounts, if any, at the same credit union and insured up to $250,000. If the trust has multiple owners, the amount that does not qualify for coverage as a revocable trust would be added to each owner's individual accounts based on their ownership interests.

An owner who identifies a beneficiary as having a life estate interest in a formal revocable trust, such as a living trust, is entitled to insurance coverage up to $250,000 for that beneficiary. A life estate beneficiary is a beneficiary who has the right to receive income from the trust or to use trust funds during the beneficiary's lifetime.

For example: A husband is the sole owner of a living trust that gives his wife a life estate interest in the trust funds, with the remainder going to their two children upon his wife's death. Maximum insurance coverage for this account is calculated as follows: $250,000 times one owner with three different beneficiaries equals $750,000.

REVOCABLE TRUST INSURANCE COMPUTATION METHODS

General Framework

Insurance coverage for revocable trust accounts is calculated differently depending on the number of eligible beneficiaries named by the owner, the beneficiaries' interests, and the amount of the funds.

A common mistake that members make in calculating coverage for revocable trust accounts is assuming that every person named on a revocable trust account – both the owner(s) and the beneficiaries – receives up to $250,000 in share insurance coverage. This is not correct. Each owner of a revocable trust may be entitled to insurance coverage up to $250,000 for each

beneficiary that the account owner designates in the revocable trust account.

If all of the beneficiaries are eligible and have equal interests, the insurance coverage for each owner is calculated by multiplying $250,000 times the number of beneficiaries, not $250,000 times the number of owners plus the number of beneficiaries.

If the beneficiaries are not all eligible, or have unequal interests, the above calculation should not be used. All funds attributable to non-eligible beneficiaries are aggregated and insured up to $250,000 as the single account funds of the trust owner. In addition, if the trust account specifies different interests for the beneficiaries, the owner may be insured up to each beneficiary's actual interest in the trust.

Another common misunderstanding is that the trust agreement itself is entitled to an additional $250,000 of share insurance coverage. This is not correct.

If a payable on death account has more than one owner (such as a married couple) or is held for multiple beneficiaries, the insured balance of the account can exceed $250,000. The NCUA will assume that the owners' shares are equal unless the credit union's account records state otherwise. Similarly, if there are multiple beneficiaries, the NCUA will assume the beneficiaries' interests are equal unless otherwise stated in the account records.

Two calculation methods are used to determine insurance coverage of revocable trust accounts: one method is used only when a revocable trust owner has five or fewer different beneficiaries; the other method is used only when an owner has

six or more different beneficiaries. If a trust has more than one owner, each owner's insurance coverage is calculated separately.

Revocable Trust Insurance Coverage - Five or Fewer Different Beneficiaries

When a revocable trust owner names five or fewer beneficiaries, the funds have coverage of up to $250,000 for each different beneficiary. This rule applies to the combined interests of all beneficiaries the owner has named in all formal and informal revocable trust accounts at the same credit union. When there are five or fewer beneficiaries, the maximum share insurance coverage for each trust owner is determined by multiplying $250,000 times the number of different beneficiaries, regardless of the dollar amount or percentage allotted to each different beneficiary.

Example 1 – Payable on death with one owner

Account No.	Account Title	Owner	Beneficiaries	Share Type	Account Balance
1	Father POD	Father	Son, Daughter	Regular Share	$10,000
2	Father POD	Father	Son, Daughter	Money Market	$20,000
3	Father POD	Father	Son, Daughter	Share Certificate	$470,000
	Total				**$500,000**
	Amount Insured				**$500,000**
	Amount Uninsured				**$0**

Explanation: The father has three revocable trust accounts at the same federally insured credit union. Maximum insurance coverage for these accounts is calculated as $250,000 times one owner with three beneficiaries, which equals $750,000. These accounts have full insurance coverage.

Example 2 – Multiple Revocable Trust Accounts with Five or Fewer Different Beneficiaries

Account No.	Account Title	Account Balance
1	Person A and Person B Living Trust, with Person C and Person D as beneficiaries	$700,000
2	Person B POD, with Person D and Person E as beneficiaries	$450,000

Owner	Beneficiaries	Total Ownership of Revocable Trusts	Amount Insured	Amount Uninsured
Person A	Person C, Person D	$350,000	$350,000	$0
Person B	Person C, Person D, and Person E	$800,000	$750,000	$50,000
Total		**$1,150,000**	**$1,100,000**	**$50,000**

Explanation: When a revocable trust owner names five or fewer beneficiaries, the owner receives up to $250,000 in insurance coverage for each different beneficiary.

- Person A's total ownership: $350,000 (50% of Account 1)

- Person B's total ownership: $800,000 (50% of Account 1 & 100% of Account 2)

Because A named two different beneficiaries, the maximum insurance coverage is $500,000 ($250,000 times two beneficiaries). Because A's total ownership of revocable trust accounts of $350,000 is less than $500,000, A has full coverage.

Because B named three different beneficiaries between accounts 1 and 2, B's maximum insurance coverage is up to $750,000 ($250,000 times three beneficiaries). Because B's total ownership of revocable trust accounts of $800,000 exceeds $750,000, B is uninsured for $50,000.

Revocable Trust Insurance Coverage - Six or More Different Beneficiaries

Six or More Different Beneficiaries with Equal Beneficial Interests

When a revocable trust owner names six or more different beneficiaries, and all the beneficiaries have an equal interest in the trust, the insurance calculation is the same as for revocable trusts that name five or fewer beneficiaries. The trust owner receives insurance coverage up to $250,000 for each different beneficiary. As shown in the following example, with one owner and six beneficiaries, where all the beneficiaries have an equal beneficial interest, the owner's maximum share insurance coverage is up to $1,500,000.

Example 3 - Maximum insurance coverage for each revocable trust owner when there are six or more different beneficiaries with unequal beneficial interests

Number of Different Beneficiaries	Maximum Insurance Coverage
6 Beneficiaries with Equal Interest	$1,500,000
7 Beneficiaries with Equal Interest	$1,750,000
8 Beneficiaries with Equal Interest	$2,000,000
9 Beneficiaries with Equal Interest	$2,250,000
10+ Beneficiaries with Equal Interest	Add up to $250,000 for each additional different beneficiary

Six or More Different Beneficiaries with Unequal Beneficial Interests

When a revocable trust owner names six or more beneficiaries and the beneficiaries do not have equal beneficial interests (that is, they receive different amounts), the owner's revocable trust accounts are insured for the greater of either: (1) the sum of each beneficiary's actual interest in the revocable trust accounts up to $250,000 for each different beneficiary; or (2) $1,250,000.

Additional Information about Living (or Family Trust) Accounts

Living or family trust accounts are insured up to $250,000 per owner for each named beneficiary if all of the following requirements are met:

1. The account title or other account records at the credit union must indicate that the account is held pursuant to a trust relationship. This rule can be met by using the term "living trust," "family trust," or similar language.

2. The beneficiaries must be eligible as defined for payable on death accounts earlier.

> ***Note***: The share insurance coverage calculation for a formal revocable trust depends on if all owners and beneficiaries are living and the beneficiaries are identified in the trust document.
>
> While the owners of a trust may benefit from the trust during their lifetimes, they are not considered beneficiaries for the purpose of calculating share insurance coverage. Beneficiaries are those identified by the owner to receive an interest in the account in the event of the owners' deaths. The account records must identify the beneficiaries by name.

Share insurance coverage for a revocable living trust account depends upon the answers to the following specific questions:

• **Do the account title or account records at the credit union indicate that the account is held by a trust?** This requirement can easily be met by using the words "living trust," or "family trust," or similar terms.

• **Who are the owners of the trust?** The owners are commonly referred to in the formal revocable trust document as trustees, grantors or settlors.

For the purpose of calculating share insurance coverage only, the trustees, co-trustees, and successor trustees are not relevant. They are administrators and have no impact on share insurance coverage unless they are also the owners of the trust.

• **Who are the beneficiaries of the trust?** The beneficiaries are the people or entities entitled to an interest in the trust. Contingent or alternative trust beneficiaries are not considered to have an interest in the trust funds and other assets as long as the primary or initial beneficiaries are still living, with the exception of revocable living trusts with a life estate interest.

• **Do the beneficiaries meet the eligibility requirement?** To qualify for revocable trust share insurance coverage, a trust beneficiary must be a natural person or a charity or another nonprofit organization recognized by the IRS.

• **What is the dollar amount or percentage interest each owner has allocated to each primary beneficiary?** This question does not apply to revocable trust deposits with five or less eligible beneficiaries. Coverage is calculated at $250,000 times the number of eligible beneficiaries up to $1.25 million. If the member has six or more beneficiaries and wants to insure more than $1.25 million, then the insurance coverage will be the greater of either $1.25 million or the aggregate amount of all eligible beneficiaries' proportional interests in the revocable trust(s), limited to $250,000 per beneficiary.

• **Are all the owners and beneficiaries living?** The amount of share insurance coverage can change if there is a death of an owner or a beneficiary. Upon the death of an owner, the NCUA provides a grace period up to six months during which the account is insured as if the owner were still living. However, the six-month grace period does not apply to the death of a beneficiary named in a living trust account unless the account is restructured in that time frame.

The following section describes how insurance coverage is determined when a living (or family) trust has multiple beneficiaries with varying trust interests.

1. If a living trust has multiple beneficiaries, the NCUA will assume the beneficiaries' interests are equal unless otherwise stated in the trust.

For example: A mother has a living trust leaving all trust funds equally to her three children. The trust account at an insured credit union could be insured up to $750,000. Because there are three beneficiaries who would inherit the trust funds equally when the owner dies, the owner has created a trust relationship of $250,000 with each of her three children for a total of $750,000.

2. Living trust coverage is based on the interests of beneficiaries who would become entitled to receive trust assets when the trust owner dies (or if the trust is jointly owned, when the last owner dies).

This means that, when determining coverage, the NCUA will ignore any trust beneficiary who would have an interest in the trust assets only after another living beneficiary dies.

For example: A father has a living trust that leaves all of the trust assets to his son. If the son predeceases the father, the trust assets are distributed equally to the son's five children (father's grandchildren). If the credit union should fail while the son is still alive, the father's living trust account is insured up to $250,000, because there is one beneficiary who is entitled to receive the trust assets when the father dies. However, if the son predeceases his father, the five grandchildren are then the beneficiaries and the father's living trust account would be insured up to $1.25 million ($250,000 for each of the living five beneficiaries).

Some living trusts give a beneficiary the right to receive income from the trust or to use trust assets during the beneficiary's lifetime (known as a life estate interest), and then other beneficiaries receive the remaining trust assets after the life estate beneficiary dies. In such a case, the NCUA will recognize all beneficiaries in determining insurance coverage.

For example: A husband has a living trust giving his spouse a life estate interest in the trust deposits, with the remainder going to their two children equally upon his spouse's death. The husband's living trust would be insured up to $750,000. In this example, the NCUA's insurance rules recognize the wife and two children as beneficiaries. Because there is one trust owner who has three beneficiaries, the husband's trust account at an insured credit union would be insured up to $750,000.

3. If a living trust has multiple owners, coverage would be up to $250,000 per beneficiary for each owner, provided the beneficiary would be entitled to receive the trust assets when the last owner dies.

For example: A husband and spouse are co-owners of a living trust. The trust states that upon the death of one spouse the assets will pass to the surviving spouse, and upon the death of the last owner the assets will pass to their three children equally. This trust account would be insured up to $1.5 million. Because each owner names three beneficiaries, the owners (husband and spouse) will be insured up to $750,000 each.

4. The $250,000 per beneficiary insurance limit applies to all formal and informal revocable trust accounts that an owner has at the same credit union.

For example: A father has a payable on death account naming his son and daughter as equal beneficiaries and he also has a living trust account naming the same beneficiaries. In this case, the funds in both the payable on death account and living trust account would be added together and the total insured up to $500,000 ($250,000 per owner per beneficiary).

> ***Note:*** Irrevocable trusts that are created upon the death of a revocable trust account owner will continue to be insured under the revocable trust rules.

D. ACCOUNTS HELD BY EXECUTORS OR ADMINISTRATORS

All funds belonging to a decedent and invested in one or more accounts, whether held in the name of the decedent or in the name of his executor or administrator, are added together and insured to the $250,000 standard maximum. Such funds are insured separately from the individual accounts of any of the beneficiaries of the estate or of the executor or administrator.

Example 1

Question: Member A, administrator of Member D's estate, sells D's automobile and invests the proceeds of $12,500 in an account entitled "Administrator of the estate of D." A has an individual account in that same credit union containing $250,000. Prior to his death, D had opened an individual account of $250,000. What is the insurance coverage?

Answer: The $12,500 is added to D's individual account and insured to $250,000, leaving $12,500 uninsured. A's individual account is separately insured for $250,000.

E. ACCOUNTS HELD BY A CORPORATION, PARTNERSHIP OR UNINCORPORATED ASSOCIATION

All funds invested in an account or accounts by a corporation, a partnership, or an unincorporated association engaged in any independent activity are added together and insured up to $250,000. The term "independent activity" means any activity other than one directed solely at increasing coverage. If the corporation, partnership, or unincorporated association is not engaged in an independent activity, any account held by the entity is insured as if owned by the persons owning or comprising the entity, and the imputed interest of each such person is added, for insurance purposes, to any individual account which he maintains.

Example 1

Question: Member X Corporation maintains a $250,000 account. The stock of the corporation is owned by members A, B, C, and D in equal

shares. Each of these stockholders also maintains an individual account of $250,000 with the same credit union. What is the insurance coverage?

Answer: Each of the five accounts would be separately insured to $250,000 if the corporation is engaged in an independent activity and has not been established merely for the purpose of increasing insurance coverage. The same would be true if the business were operated as a bona fide partnership instead of as a corporation.

However, if X corporation was not engaged in an independent activity, then $62,500 (25 percent interest) would be added to each account of A, B, C, and D. The accounts of A, B, C, and D would then each be insured to $250,000, leaving $62,500 in each account uninsured.

Example 2

Question: Member C College maintains three separate accounts with the same credit union under the titles: "General Operating Fund," "Teachers' Salaries," and "Building Fund". What is the insurance coverage?

Answer: Because all of the funds are the property of the college, the three accounts are added together and insured only to $250,000.

Example 3

Question: The men's club of X Church carries on various social activities in addition to holding several fund-raising campaigns for the church each year. The club is supported by membership dues. Both the club and X Church maintain member accounts in the same credit union. What is the insurance coverage?

Answer: The men's club is an unincorporated association engaged in an independent activity. If the club funds are, in fact, legally owned by the club itself and not the church, each account is separately insured to $250,000.

Example 4

Question: The PQR Union, a member of the ABC Federal Credit Union, has three locals in a certain city. Each of the locals maintains an account containing funds belonging to the parent organization. All three accounts are in the same insured credit union. What is the insurance coverage?

Answer: The three accounts are added together and insured up to $250,000.

F. ACCOUNTS HELD BY GOVERNMENT DEPOSITORS

For insurance purposes, the official custodian of funds belonging to a public unit, rather than the public unit itself, is insured as the account holder. All funds belonging to a public unit and invested by the same custodian in a federally insured credit union are categorized as either share draft accounts or share certificate and regular share accounts. If these accounts are invested in a federally insured credit union located in the jurisdiction from which the official custodian derives his authority, then the share draft accounts will be insured separately from the share certificate and regular share accounts. Under this circumstance, all share draft accounts are added together and insured up to $250,000 and all share certificate and regular share accounts are also added together and separately insured up to the $250,000 standard maximum. If, however, these accounts are invested in a federally insured credit

union located outside of the jurisdiction from which the official custodian derives his authority, then insurance coverage is limited to $250,000 for all accounts regardless of whether they are share draft, share certificate or regular share accounts. If there is more than one official custodian for the same public unit, the funds invested by each custodian are separately insured. If the same person is custodian of funds for more than one public unit, he is separately insured with respect to the funds of each unit held by him in properly designated accounts.

For share insurance purposes, a "political subdivision" is entitled to the same insurance coverage as any other public unit. "Political subdivision" includes any subdivision of a public unit or any principal department of such unit meeting the following factors:

- state statute authorized the creation of the unit;
- state statute allocated some functions of government to the unit; and
- a statute or ordinance provides for the unit to have funds for its exclusive use and control.

Example 1

Question: As Comptroller of Y Consolidated School District, A maintains a $275,000 account in the credit union containing school district funds. He also maintains his own $250,000 member account in the same credit union. What is the insurance coverage?

Answer: The two accounts are separately insured, assuming the credit union's records indicate that

the account containing the school district funds is held by A in a fiduciary capacity. Thus, $250,000 of the school's funds and the entire $250,000 in A's personal account will be insured.

Example 2

Question: A, as city treasurer, and B, as chief of the city police department, each have $250,000 in city funds invested in custodial accounts. What is the insurance coverage?

Answer: Assuming that both A and B have official custody of the city funds, each account is separately insured to $250,000.

Example 3

Question: A is Treasurer of X County and collects certain tax assessments, a portion of which must be paid to the state under statutory requirement. A maintains an account for general funds which belong to the state treasurer. The credit union's records indicate that the separate account contains funds held for the state. What is the insurance coverage?

Answer: Because two public units own the funds held by A, the accounts would each be separately insured to $250,000.

Example 4

Question: A city treasurer invests city funds in each of the following accounts: "General Operating Account," "School Transportation Fund," "Local Maintenance Fund," and "Payroll Fund." Each account is available to the custodian upon demand. By administrative direction, the city treasurer has allocated the funds for the use of and control by separate departments of the

city. What is the insurance coverage?

Answer: All of the accounts are added together and insured in the aggregate to $250,000. Because the allocation of the city's funds is not by statute or ordinance for the specific use of and control by separate departments of the city, separate insurance coverage to $250,000 is not afforded to each account.

Example 5

Question: A county treasurer establishes the following share draft accounts in an insured credit union each with $250,000:

"General Operating Fund"

"County Roads Department Fund"

"County Water District Fund"

"County Public Improvement District Fund"

"County Emergency Fund"

What is the insurance coverage?

Answer: The "County Roads Department," "County Water District," and "County Public Improvement District" accounts would each be separately insured to $250,000 if the funds in each such accounts have been allocated by law for the exclusive use of a separate county department or subdivision expressly authorized by state statute. Funds in the "General Operating" and "Emergency Fund" accounts would be added together and insured in the aggregate to $250,000, if such funds are for countywide use and not for the exclusive use of any subdivision or principal department of the county, expressly authorized by state statute.

Example 6

Question: A, the custodian of Native American tribal funds, lawfully invests $2,500,000 in an account in an insured credit union on behalf of 15 different tribes; the records of the credit union show that no tribe's interest exceeds $250,000. A, as official custodian, also invests $1,000,000 in the same credit union on behalf of 100 individual Native Americans, who are not members; each Native American's interest is $10,000. What is the insurance coverage?

Answer: Because each tribe is considered a separate public unit, the custodian of each tribe, even though the same person, is entitled to separate insurance for each tribe. Because the credit union's records indicate no tribe has more than $250,000 in the account, the $2,500,000 would be fully insured as 15 separate tribal accounts.

If any one tribe had more than a $250,000 interest in the funds, that tribe's interest would be insured only to $250,000 and any excess owned by that tribe would be uninsured.

However, the $1,000,000 invested on behalf of the individual Indians would not be insured since the individual Indians are neither public units, or in the example, members of the credit union. If A is the custodian of the funds in his capacity as an official of a governmental body that qualified as a public unit, then the account would be insured for $250,000 leaving $750,000 uninsured.

Example 7

Question: A, an official custodian of funds of a state of the United States, lawfully invests $625,000 of state funds in a federally insured

credit union located in the state from which he derives his authority as an official custodian. What is the insurance coverage?

Answer: If A invested the entire $625,000 in a share draft account, then $250,000 would be insured and $375,000 would be uninsured. If A invested $300,000 in share draft accounts and another $325,000 in share certificate and regular share accounts, then A would be insured for $250,000 for the share draft accounts and $250,000 for the share certificate and regular share accounts leaving $125,000 uninsured.

If A had invested the $625,000 in a federally insured credit union located outside the state from which he derives his authority as an official custodian, then $250,000 would be insured for all accounts regardless of whether they were share draft, share certificate or regular share accounts, leaving $375,000 uninsured.

G. TRUST ACCOUNTS AND RETIREMENT ACCOUNTS

A trust estate is the interest of a beneficiary in an irrevocable express trust, whether created by trust instrument or statute that is valid under state law. Thus, funds invested in an account by a trustee under an irrevocable express trust are insured on the basis of the beneficial interest under such trust. The interest of each beneficiary in an account (or accounts) established under such a trust arrangement is insured to $250,000 separately from other accounts held by the trustee, the settlor (grantor), or the beneficiary. However, in cases where a beneficiary has an interest in more than one trust arrangement created by the same settlor, the interests of the beneficiary in all accounts established under such

trusts are added together for insurance purposes, and the beneficiary's aggregate interest derived from the same settlor is separately insured up to $250,000.

A beneficiary's interest in an account established pursuant to an irrevocable express trust arrangement is insured separately from other beneficial interests (trust estates) invested in the same account if the value of the beneficiary's interest (trust estate) can be determined (as of the date of a credit union's insolvency) without evaluation of contingencies except for those covered by the present worth tables and rules of calculation for their use set forth in Section 20.2031-10 of the Federal Estate Tax Regulations (26 C.F.R. 20-2031-10). If any trust estates in such an account cannot be so determined, the insurance with respect to all such trust estates together shall not exceed $250,000 standard maximum. In order for the insurance coverage of a trust account to be effective in accordance with the foregoing rules, certain recordkeeping requirements must be met. In connection with each trust account, the credit union's records must indicate the name of both the settlor and the trustee of the trust and must contain an account signature card executed by the trustee indicating the fiduciary capacity of the trustee. In addition, the interests of the beneficiaries under the trust must be clear from the records of either the credit union or the trustee, and the settlor or beneficiary must be a member of the credit union. If there are two or more settlors or beneficiaries, then either all the settlors or all the beneficiaries must be members of the credit union.

Although each trust estate is separately insured, it should be noted that in short-term trusts the insurable interest or interests may be very small,

because the interests are computed only for the duration of the trust. Thus, if a trust is made irrevocable for a specified period of time, the beneficial interest will be calculated in terms of the length of time stated.

A reversionary interest retained by the settlor is treated in the same manner as an individual account of the settlor. As stated, the trust must be valid under local law. A trust which does not meet local requirements, such as one imposing no duties on the trustee or conveying no interest to the beneficiary, is of no effect for insurance purposes.

An account in which such funds are invested is considered to be an individual account. An account established pursuant to a revocable trust arrangement is insured as a form of individual account and is treated under the rules previously discussed about Testamentary Accounts.

Traditional IRAs and Roth IRAs are combined and insured up to $250,000, separately from Keogh accounts which are also insured to $250,000 as discussed in Question 21. Although credit unions may serve as trustees or custodians for self-directed traditional IRAs, Roth IRAs, and Keogh accounts, once the funds in those accounts are taken out of the credit union, they are no longer insured.

In the case of an employee retirement fund where only a portion of the fund is placed in a credit union account, the amount of insurance available to an individual participant on his interest in the account will be in proportion to his interest in the entire employee retirement fund. If, for example, the participant's interest represents 10 percent of the entire plan funds, then he is

presumed to have only a 10 percent interest in the plan account. Said another way, if a participant has vested interest of $10,000 in a municipal employees retirement plan and the trustee invested 25 percent of the total plan funds in a credit union, the participant would be insured for only $2,500 on that credit union account. There is an exception, however. The participant would be insured for $10,000 if the trustee can document, through records maintained in the ordinary course of business, that individual beneficiary's interest are segregated and the total vested interest of the participant was, in fact, invested in that account.

Example 1

Question: Member S invests $90,000 in trust for B, the beneficiary. S also has an individual account containing $180,000 in the same credit union. What is the insurance coverage?

Answer: Both accounts are fully insured. The trust account is separately insured from the individual account.

Example 2

Question: S invests funds in trust for A, B, C, D, and E. A, B, and C are members of the credit union, D, E, and S are not. What is the insurance coverage?

Answer: This is an uninsurable account. Where there is more than one settlor or more than one beneficiary, all the settlors or all the beneficiaries must be members to establish this type of account. Since D, E and S are not members, this account cannot legally be established or insured.

Example 3 (a)

Question: Member T invests $1,500,000 in trust for ABC Employees Retirement Fund. Some of the participants are members and some are not. What is the insurance coverage?

Answer: The account is insured as to the determinable interests of each participant to a maximum of $250,000 per participant regardless of credit union member status. Participant interests not capable of evaluation shall be added together and insured to a maximum of $250,000 in the aggregate.

Example 3 (b)

Question: T is trustee for the ABC Employees Retirement Account containing $2,000,000. Participant A has a determinable interest of $180,000 in the account (9 percent of the total). T invests $1,000,000 of the account in an insured credit union and the remaining $1,000,000 elsewhere. Some of the participants of the account are members of the credit union and some are not. T does not segregate each participant's interest in the retirement account. What is the insurance coverage?

Answer: The account is insured as to the determinable interest of each participant, adjusted in proportion to the account's investment in the credit union, regardless of the membership status of the participants. A's insured interest in the account is $90,000, or 9 percent of $1,000,000. This reflects the fact that only 50 percent of the retirement account is in the account and A's interest in the account is in the same proportion as his interest in the overall plan. All other participants would be similarly insured. Participants' interests not capable of evaluation

are added together and insured up to a maximum of $250,000 in aggregate.

Example 4

Question: Member A has an individual account of $250,000 and establishes an IRA and accumulates $250,000 in that account. Subsequently, A becomes self-employed and establishes a Keogh account in the same credit union and accumulates $250,000 in that account. What is the insurance coverage?

Answer: Each of A's accounts would be separately insured as follows:

- the individual account for up to $250,000;
- the IRA account for $250,000, the maximum for that account type; and
- the Keogh account for $250,000, the maximum for that account type.

In the example, A would be fully insured for $750,000.

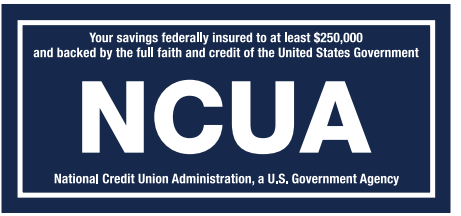
Example 5

Question: Member A has a self-directed IRA account with $70,000 in it. The federally insured credit union is the trustee of the account. Member transfers $40,000 into a blue chip stock; $30,000 remains in the federally insured credit union. What is the insurance coverage?

Answer: Originally, the full $70,000 in A's IRA is insured. The $40,000 is no longer insured once it is moved from the federally insured credit union. The $30,000 remaining in the federally insured credit union is insured.

THE OFFICIAL NCUA SHARE INSURANCE SIGN

All federally insured credit unions must prominently display the official NCUA insurance sign at each teller station and where insured account deposits are normally received in their principal place of business and in all branches. Federally insured credit unions are also required to display the official sign on their web page, if any, where they accept deposits or open accounts. No credit union may end its federal insurance without first notifying members.



NCUA SHARE INSURANCE ESTIMATOR

The NCUA Share Insurance Estimator is available to help members better understand the protection offered by the NCUSIF. This interactive site allows users to input data to compute the amount of NCUSIF coverage available under different account scenarios. This resource is available at the link **MyCreditUnion.gov/estimator**.

MyCreditUnion.gov

WHERE CAN I FIND MORE INFORMATION?

Toll-free
1-800-755-1030, option 1

Read more about NCUA Share Insurance
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